

FILED IN THE U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

SEP 23 2024

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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

BENJAMIN D. CLIETT,

Defendant.

Case No. 1:22-CR-02111-MKD

Plea Agreement

Fed. R. Crim. P. 11(c)(1)(C)

Plaintiff United States of America, by and through Vanessa R. Waldref,  
United States Attorney the Eastern District of Washington, and Michael J. Ellis,  
Assistant United States Attorney for the Eastern District of Washington, and  
Defendant Benjamin D. Cliett ("Defendant"), both individually and by and through  
Defendant's counsel, Paul E. Shelton and Nick Mirr, agree to the following Plea  
Agreement.

1. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to the Superseding Indictment  
filed on June 6, 2023, which charges Defendant with Person Subject to a Court  
Order in Possession of Firearms, in violation of 18 U.S.C. §§ 922(g)(8), 924(a)(8),  
a Class C felony.

Defendant understands that the following potential penalties apply:

a. a term of imprisonment of up to fifteen years;

- b. a term of supervised release of up to three years;
- c. a fine of up to \$250,000; and
- d. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony,
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony, and/or
- d. 1 year in prison if the offense that resulted in the term of Supervised Release is a class E felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;

- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;
- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. Defendant understands that this Plea Agreement contains sentencing recommendations pursuant to Fed. R. Crim. P. 11(c)(1)(C). As a result, Defendant may withdraw from this Plea Agreement if the Court imposes a harsher sentence than agreed upon.

4. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

1 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily  
2 pleading guilty as set forth in this Plea Agreement, regardless of any immigration  
3 consequences that Defendant's guilty plea may entail.

4 5. Waiver of Constitutional Rights

5 Defendant understands that by entering this guilty plea, Defendant is  
6 knowingly and voluntarily waiving certain constitutional rights, including the  
7 following:

- 8 a. the right to a jury trial;  
9 b. the right to see, hear and question the witnesses;  
10 c. the right to remain silent at trial;  
11 d. the right to testify at trial; and  
12 e. the right to compel witnesses to testify.

13 While Defendant is waiving certain constitutional rights, Defendant  
14 understands that Defendant retains the right to be assisted by an attorney through  
15 the sentencing proceedings in this case and any direct appeal of Defendant's  
16 conviction and sentence, and that an attorney will be appointed at no cost if  
17 Defendant cannot afford to hire an attorney.

18 Defendant understands and agrees that any defense motions currently  
19 pending before the Court are mooted by this Plea Agreement, and Defendant  
20 expressly waives Defendant's right to bring any additional pretrial motions.

21 6. Elements of the Offense

22 The United States and Defendant agree that in order to convict Defendant of  
23 Person Subject to a Court Order in Possession of Firearms, in violation of  
24 18 U.S.C. §§ 922(g)(8), 924(a)(8), the United States would have to prove the  
25 following beyond a reasonable doubt.

- 26 a. *First*, on or about July 23, 2022, within the Eastern District of  
27 Washington, Defendant knowingly possessed firearms, to wit:  
28

1 -a Ruger, model Single-Six, .22 caliber revolver, bearing serial  
2 number D504744;  
3 -a Ruger, model Mini-14, .223 caliber rifle, bearing serial number  
4 182-47240;  
5 -a Ruger, model Blackhawk, .357 caliber revolver, bearing serial  
6 number 133886;  
7 -a Ruger, model Single-Six, .22 caliber revolver, bearing serial  
8 number 509409;  
9 -a Remington, model 870 Express, 12-gauge shotgun, bearing serial  
10 number X157576M;  
11 -a Remington, .22LR caliber rifle, bearing serial number A2403716;  
12 -a Remington, model 17, 20-gauge shotgun, bearing serial number  
13 27969;  
14 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial  
15 number 003246;  
16 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial  
17 number 002067;  
18 -an Ithaca Gun Company, Inc., model 37-Featherlight, 12-gauge  
19 shotgun, bearing serial number 371687860;  
20 -a Calico, model M-900, 9mm caliber rifle, bearing serial number  
21 E003978;  
22 -a Winchester, model 94, .30-.30 Winchester caliber rifle, bearing  
23 serial number 2014289;  
24 -a Browning Arms Company, model 92, .44 Magnum caliber rifle,  
25 bearing serial number 07015PY167; and  
26 -a PWA, model Commando, 5.56mm caliber rifle, bearing serial  
27 number 001484;  
28



1 b. *Second*, the firearms had been shipped or transported from one state to  
2 another;

3 c. *Third*, at the time Defendant possessed the firearms, Defendant was  
4 subject to a court order that (A) was issued after a hearing of which  
5 Defendant received actual notice, and at which Defendant had an  
6 opportunity to participate; (B) restrained Defendant from harassing,  
7 stalking, or threatening an intimate partner of Defendant, or engaging  
8 in conduct that would place an intimate partner in reasonable fear of  
9 bodily injury to the intimate partner; and (C)(i) included a finding that  
10 Defendant represented a credible threat to the physical safety of such  
11 intimate partner or (ii) by its terms explicitly prohibited the use,  
12 attempted use, or threatened use of physical force against such  
13 intimate partner that would reasonably be expected to cause bodily  
14 injury; and

15 d. *Fourth*, at the time Defendant possessed the firearms, Defendant knew  
16 he was subject to a qualifying court order.

17 **7. Factual Basis and Statement of Facts**

18 The United States and Defendant stipulate and agree to the following: the  
19 facts set forth below are accurate; the United States could prove these facts beyond  
20 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
21 Defendant's guilty plea.

22 The United States and Defendant agree that this statement of facts does not  
23 preclude either party from presenting and arguing, for sentencing purposes,  
24 additional facts that are relevant to the Sentencing Guidelines computation or  
25 sentencing, unless otherwise prohibited in this Plea Agreement.

26 On July 18, 2022, Defendant had an initial appearance on a misdemeanor  
27 domestic violence assault allegation before the City of Yakima Municipal Court.  
28 The Municipal Court imposed a no-contact order, which restrained Defendant from

1 harassing, stalking, and threatening his intimate partner. The order also included  
2 the Municipal Court's finding that Defendant represented a credible threat to his  
3 intimate partner's physical safety. Defendant had actual notice of and an  
4 opportunity to participate in the hearing. Defendant signed the no-contact order,  
5 thereby acknowledging its terms.

6 On July 23, 2022, Defendant was arrested at his residence in Yakima,  
7 Washington, within the Eastern District of Washington. Officers located a gun safe  
8 inside Defendant's bedroom within Defendant's residence; when opened, the gun  
9 safe contained the following firearms:

10 -a Ruger, model Single-Six, .22 caliber revolver, bearing serial number  
11 D504744;

12 -a Ruger, model Mini-14, .223 caliber rifle, bearing serial number 182-  
13 47240;

14 -a Ruger, model Blackhawk, .357 caliber revolver, bearing serial number  
15 133886;

16 -a Ruger, model Single-Six, .22 caliber revolver, bearing serial number  
17 509409;

18 -a Remington, model 870 Express, 12-gauge shotgun, bearing serial number  
19 X157576M;

20 -a Remington, .22LR caliber rifle, bearing serial number A2403716;

21 -a Remington, model 17, 20-gauge shotgun, bearing serial number 27969;

22 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial number  
23 003246;

24 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial number  
25 002067;

26 -an Ithaca Gun Company, Inc., model 37-Featherlight, 12-gauge shotgun,  
27 bearing serial number 371687860;

28 -a Calico, model M-900, 9mm caliber rifle, bearing serial number E003978;

1 -a Winchester, model 94, .30-.30 Winchester caliber rifle, bearing serial  
2 number 2014289;  
3 -a Browning Arms Company, model 92, .44 Magnum caliber rifle, bearing  
4 serial number 07015PY167; and  
5 -a PWA, model Commando, 5.56mm caliber rifle, bearing serial number  
6 001484.

7 Defendant was found to have redeemed one of the firearms – the PWA, model  
8 Commando, 5.56mm caliber rifle, bearing serial number 001484 – from a pawn  
9 shop on September 4, 2018. When asked by law enforcement, Defendant  
10 acknowledged knowing that firearms were contained inside the safe. Defendant  
11 was the owner of both the gun safe and the firearms contained within the gun safe  
12 and accordingly had possession and control of the firearms.

13 The fourteen firearms were examined by a Bureau of Alcohol, Tobacco,  
14 Firearms and Explosives interstate nexus expert and found to have been  
15 manufactured outside the State of Washington. As such, the fourteen firearms had  
16 traveled in interstate commerce prior to the possession of the firearms by  
17 Defendant in the Eastern District of Washington.

18 Defendant admits that he possessed the firearms located by Yakima Police  
19 Department officers in the gun safe inside Defendant's residence on July 23, 2022.  
20 Defendant further admits that, on July 23, 2022, he was subject to a no-contact  
21 order that satisfied the requirements of 18 U.S.C. § 922(g)(8)(A)-(C) and knew of  
22 his status.

23 8. The United States' Agreements

24 The United States Attorney's Office for the Eastern District of Washington  
25 agrees not to bring additional charges against Defendant based on information in  
26 its possession at the time of this Plea Agreement that arise from conduct that is  
27 either charged in the Indictment or identified in discovery produced in this case,  
28 unless Defendant breaches this Plea Agreement before sentencing.



1           9. United States Sentencing Guidelines Calculations

2           Defendant understands and acknowledges that the United States Sentencing  
3 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine  
4 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines.  
5 The United States and Defendant agree to the following Guidelines calculations.

6           a.     Base Offense Level

7           The United States and Defendant stipulate and agree that the base offense  
8 level for Person Subject to a Court Order in Possession of Firearms is  
9 fourteen (14). U.S.S.G. § 2K2.1(a)(6).

10          b.     Specific Offense Characteristics

11          The United States and Defendant agree that the offense level is increased by  
12 four (4) levels as the offense involved between eight (8) and twenty-four (24)  
13 firearms. U.S.S.G. § 2K2.1(b)(1)(B).

14          c.     Adjustments

15          Defendant acknowledges that the United States intends to argue that the base  
16 offense level is increased by an additional two (2) levels as the Defendant willfully  
17 obstructed or impeded, or attempted to obstruct or impede, the administration of  
18 justice within respect to the investigation, prosecution, or sentencing of the instant  
19 offense of conviction and the obstructive conduct related to Defendant’s offense of  
20 conviction and any relevant conduct or a closely related offense. *See* U.S.S.G.  
21 § 3C1.1.

22          Defendant reserves the right to object to a two (2) level increase under  
23 U.S.S.G. § 3C1.1.

24          d.     Acceptance of Responsibility

25          The United States will recommend that Defendant receive a two (2) level  
26 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.  
27 § 3E1.1(a) if Defendant does the following:

28               i.     accepts this Plea Agreement;

- ii. enters a guilty plea at the first Court hearing that takes place after the United States offers this Plea Agreement;
- iii. demonstrates recognition and affirmative acceptance of Defendant's personal responsibility for Defendant's criminal conduct;
- iv. provides complete and accurate information during the sentencing process; and
- v. does not commit any obstructive conduct.

The United States and Defendant agree that at its option and on written notice to Defendant, the United States may elect not to recommend a reduction for acceptance of responsibility if, prior to the imposition of sentence, Defendant is convicted of any criminal offense or if Defendant tests positive for any controlled substance.

Defendant acknowledges that the United States does not intend to move for an additional one (1) level reduction pursuant to U.S.S.G. § 3E1.1(b).

e. No Other Agreements

The United States and Defendant have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances. Defendant understands and acknowledges that the United States is free to make any sentencing arguments it sees fit, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Agreement, and Defendant's relevant conduct.

f. Criminal History

The United States and Defendant have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigation Report.

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1           10. Incarceration

2           Defendant acknowledges that this Plea Agreement is entered pursuant to  
3 Federal Rule of Criminal Procedure 11(c)(1)(C) (“Rule 11(c)(1)(C)”). Pursuant to  
4 Rule 11(c)(1)(C), the United States agrees to recommend a sentence of twenty-  
5 seven (27) months imprisonment. Defendant is free to recommend any legal  
6 sentence. Although the United States and Defendant agree to make a  
7 recommendation to the Court as described above pursuant to Rule 11(c)(1)(C),  
8 Defendant acknowledges that no promises of any type have been made to  
9 Defendant with respect to the sentence the Court will ultimately impose.

10          Defendant understands that Defendant may withdraw from this Plea  
11 Agreement if the Court imposes a term of imprisonment of greater than twenty-  
12 seven (27) months or indicates its intent to do so.

13          The United States and Defendant acknowledge that the imposition of any  
14 fine, restitution, forfeiture, or term or conditions of Supervised Release are not part  
15 of the Rule 11(c)(1)(C) nature of this Plea Agreement; that the United States and  
16 Defendant are free – consistent with this Plea Agreement – to make any  
17 recommendations they deem appropriate as to the imposition of fines, restitution,  
18 forfeiture, or term or conditions of Supervised Release; and that the Court will  
19 exercise its discretion in this regard. The United States and Defendant  
20 acknowledge that the Court’s decisions regarding the imposition of fines,  
21 restitution, forfeiture, or term or conditions of Supervised Release will not provide  
22 bases for Defendant to withdraw Defendant’s guilty plea or withdraw from this  
23 Rule 11(c)(1)(C) Plea Agreement.

24          Defendant acknowledges that if either the United States or Defendant  
25 successfully withdraws from this Plea Agreement, the Plea Agreement becomes a  
26 nullity, and the United States is no longer bound by any representations within it.

27 //

28 //

1           11. Supervised Release

2           The United States and Defendant agree to recommend that the Court impose  
3 a three (3) year term of supervised release. Defendant agrees that the Court's  
4 decision regarding the conditions of Defendant's Supervised Release is final and  
5 non-appealable; that is, even if Defendant is unhappy with the conditions of  
6 Supervised Release ordered by the Court, that will not be a basis for Defendant to  
7 withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal  
8 Defendant's conviction, sentence, or any term of Supervised Release.

9           12. Criminal Fine

10          The United States and Defendant agree to recommend that no fine be  
11 imposed. Defendant acknowledges that the Court's decision regarding a fine is  
12 final and non-appealable; that is, even if Defendant is unhappy with a fine ordered  
13 by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty  
14 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
15 sentence, or fine.

16          13. Mandatory Special Penalty Assessment

17          Defendant agrees to pay the \$100 mandatory special penalty assessment to  
18 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.  
19 § 3013.

20          14. Judicial Forfeiture

21          Defendant agrees to voluntarily forfeit and relinquish all right, title and  
22 interest he has or may have in the following listed assets to the United States:

23           -a Ruger, model Single-Six, .22 caliber revolver, bearing serial number  
24 D504744;

25           -a Ruger, model Mini-14, .223 caliber rifle, bearing serial number 182-  
26 47240;

27           -a Ruger, model Blackhawk, .357 caliber revolver, bearing serial number  
28 133886;

1 -a Ruger, model Single-Six, .22 caliber revolver, bearing serial number  
2 509409;  
3 -a Remington, model 870 Express, 12-gauge shotgun, bearing serial number  
4 X157576M;  
5 -a Remington, .22LR caliber rifle, bearing serial number A2403716;  
6 -a Remington, model 17, 20-gauge shotgun, bearing serial number 27969;  
7 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial number  
8 003246;  
9 -a Norinco, model SKS, 7.62x39mm caliber rifle, bearing serial number  
10 002067;  
11 -an Ithaca Gun Company, Inc., model 37-Featherlight, 12-gauge shotgun,  
12 bearing serial number 371687860;  
13 -a Calico, model M-900, 9mm caliber rifle, bearing serial number E003978;  
14 -a Winchester, model 94, .30-.30 Winchester caliber rifle, bearing serial  
15 number 2014289;  
16 -a Browning Arms Company, model 92, .44 Magnum caliber rifle, bearing  
17 serial number 07015PY167; and  
18 -a PWA, model Commando, 5.56mm caliber rifle, bearing serial number  
19 001484.

20 Defendant acknowledges that the assets listed above are subject to forfeiture  
21 to the United States pursuant to 18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c), as  
22 property involved or used in the commission of the offense Person Subject to a  
23 Court Order in Possession of Firearms, in violation of 18 U.S.C. §§ 922(g)(8),  
24 924(a)(8), to which Defendant is pleading guilty.

25 Defendant agrees to take all steps as requested by the United States to pass  
26 clear title to the assets to the United States and to testify truthfully in any forfeiture  
27 proceeding. Defendant agrees to hold all law enforcement agents and the United  
28 States, its agents, and its employees harmless from any claims whatsoever arising

1 in connection with the seizure, abandonment, or forfeiture of any asset covered by  
2 this agreement.

3 Defendant waives further notice of any federal, state or local proceedings  
4 involving the forfeiture of the seized assets the Defendant is agreeing to forfeit in  
5 this Plea Agreement.

6 Defendant further agrees to waive all constitutional and statutory challenges  
7 in any manner (including direct appeal, habeas corpus, or any other means) to any  
8 forfeiture carried out in accordance with this Plea Agreement on any grounds,  
9 including that the forfeiture constitutes an excessive fine or punishment. Defendant  
10 knowingly and voluntarily waives his right to a jury trial on the forfeiture of the  
11 assets. Defendant waives oral pronouncement of forfeiture at the time of  
12 sentencing, and any defects that may pertain to the forfeiture.

13 15. Payments While Incarcerated

14 If Defendant lacks the financial resources to pay the monetary obligations  
15 imposed by the Court, Defendant agrees to earn money toward these obligations by  
16 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

17 16. Additional Violations of Law Can Void Plea Agreement

18 The United States and Defendant agree that the United States may, at its  
19 option and upon written notice to the Defendant, withdraw from this Plea  
20 Agreement or modify its sentencing recommendation if, prior to the imposition of  
21 sentence, Defendant is convicted of any criminal offense or tests positive for any  
22 controlled substance.

23 17. Waiver of Appeal Rights

24 Defendant understands that Defendant has a limited right to appeal or  
25 challenge Defendant's conviction and the sentence imposed by the Court.

26 In return for the concessions that the United States has made in this Plea  
27 Agreement, Defendant expressly waives all of Defendant's rights to appeal  
28 Defendant's conviction and the sentence the Court imposes.



1 Defendant further expressly agrees that, should the Court indicate its intent  
2 to impose a sentence above the Rule 11(c)(1)(C) terms of this Plea Agreement,  
3 Defendant has fourteen (14) days from the sentencing hearing to file with the Court  
4 a notice of withdrawal from the Rule 11(c)(1)(C) Plea Agreement. Defendant  
5 expressly waives Defendant's right to withdraw from the Rule 11(c)(1)(C) Plea  
6 Agreement more than fourteen (14) days after the Court either imposes a sentence  
7 above the Rule 11(c)(1)(C) terms of this Plea Agreement or indicates its intent to  
8 do so.

9 Defendant expressly waives Defendant's right to appeal any fine, term or  
10 conditions of supervised release, forfeiture, or restitution order imposed by the  
11 Court.

12 Defendant expressly waives the right to file any post-conviction motion  
13 attacking Defendant's conviction and sentence, including a motion pursuant to  
14 28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising  
15 from information not now known by Defendant and which, in the exercise of due  
16 diligence, Defendant could not know by the time the Court imposes sentence.

17 Nothing in this Plea Agreement shall preclude the United States from  
18 opposing any post-conviction motion for a reduction of sentence or other attack  
19 upon the conviction or sentence, including, but not limited to, writ of habeas  
20 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

21 18. Withdrawal or Vacatur of Defendant's Plea

22 Should Defendant successfully move to withdraw from this Plea Agreement  
23 or should Defendant's conviction be set aside, vacated, reversed, or dismissed  
24 under any circumstance, then:

- 25 a. this Plea Agreement shall become null and void;  
26 b. the United States may prosecute Defendant on all available  
27 charges;  
28

- 1 c. The United States may reinstate any counts that have been  
2 dismissed, have been superseded by the filing of another  
3 charging instrument, or were not charged because of this Plea  
4 Agreement; and  
5 d. the United States may file any new charges that would  
6 otherwise be barred by this Plea Agreement.

7 The decision to pursue any or all of these options is solely in the discretion  
8 of the United States Attorney's Office.

9 Defendant agrees to waive any objections, motions, and/or defenses  
10 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate  
11 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or  
12 dismissed, including any claim that the United States has violated Double  
13 Jeopardy.

14 Defendant agrees not to raise any objections based on the passage of time,  
15 including but not limited to, alleged violations of any statutes of limitation or any  
16 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth  
17 Amendment.

18 19.Integration Clause

19 The United States and Defendant acknowledge that this document  
20 constitutes the entire Plea Agreement between the United States and Defendant,  
21 and no other promises, agreements, or conditions exist between the United States  
22 and Defendant concerning the resolution of the case.

23 This Plea Agreement is binding only on the United States Attorney's Office  
24 for the Eastern District of Washington, and cannot bind other federal, state, or local  
25 authorities.

26 //

27 //

1 The United States and Defendant agree that this Agreement cannot be  
2 modified except in a writing that is signed by the United States and Defendant.

3 Approvals and Signatures

4 Agreed and submitted on behalf of the United States Attorney's Office for  
5 the Eastern District of Washington.


6 Vanessa R. Waldref  
7 United States Attorney

8 

9 Michael J. Ellis  
10 Assistant United States Attorney

9-23-2024  
Date

11 I have read this Plea Agreement and I have carefully reviewed and discussed  
12 every part of this Plea Agreement with my attorney. I understand the terms of this  
13 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and  
14 voluntarily. I have consulted with my attorney about my rights, I understand those  
15 rights, and I am satisfied with the representation of my attorney in this case. No  
16 other promises or inducements have been made to me, other than those contained  
17 in this Plea Agreement. No one has threatened or forced me in any way to enter  
18 into this Plea Agreement. I agree to plead guilty because I am guilty.

19  
20 

21 Benjamin D. Cliett  
22 Defendant

9-23-2024  
Date

23 I have read the Plea Agreement and have discussed the contents of the  
24 agreement with my client. The Plea Agreement accurately and completely sets  
25 forth the entirety of the agreement between the parties. I concur in my client's  
26

27 //  
28

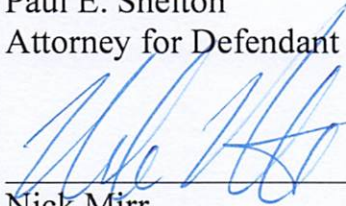
1 decision to plead guilty as set forth in the Plea Agreement. There is no legal reason  
2 why the Court should not accept Defendant's guilty plea.

3  
4 

5 Paul E. Shelton  
6 Attorney for Defendant

9/23/2024

Date

7  
8 

9 Nick Mirr  
Attorney for Defendant

9/23/2024

Date